

# EXHIBIT A

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Complaint

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Valerie Wyant  
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BY: SCALANDRA  
DEPUTY

Case No.: S0300CV201900342  
HON. DAN R. SLAYTON

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Attorneys for Plaintiff

In the Superior Court of the State of Arizona

In and For the County of Coconino

Everest Indemnity Insurance Company as)  
subrogee of Silvicom, Inc. )

No. \_\_\_\_\_

Plaintiff, )

Complaint

vs. )

Mohamed Abdulle and H&L Brothers )  
Transport, LLC, )

Defendants. )

1. Plaintiff, Everest Indemnity Insurance Company (hereinafter  
"Everest"), is a corporation organized and existing under the laws of the State of  
Delaware with its principal place of business located at 477 Martinsville Rd.,  
Liberty Corner, New Jersey.

1           2.     Silvicom, Inc. (hereinafter "Silvicom") is a corporation organized and  
2 existing under the laws of the State of Illinois with its principal place of business  
3 located at 1301 West Armitage Avenue Ste. B Melrose Park, IL 60160.

4           3.     At all times relevant, Everest issued a policy of insurance, policy  
5 number IM8CM00016171, covering property of Silvicom which included a 2015  
6 Cascadia Freightliner tractor truck, VIN 3AKJGLD58FSGF3184. The policy was  
7 in full force and effect on August 12, 2017.  
8

9           4.     Defendant H&L Brothers Transport LLC (hereinafter "H&L Brothers")  
10 is a business entity organized and existing under the laws of the State of Michigan  
11 with its principal place of business located at 3310 Bardaville Dr., Lansing,  
12 Michigan.  
13

14           5.     Defendant, Mohamed Abdulle, is an adult individual residing at 5258  
15 Tamarack Circle E., Apartment C, Columbus, Ohio. At all relevant times material  
16 hereto Defendant, Mohamed Abdulle, was an employee, agent, servant, worker  
17 and/or representative of Defendant, H&L Brothers.  
18

19           6.     At all relevant times material hereto Defendant, Mohammed Abdulle,  
20 acted within the course and scope of his employment with Defendant H&L  
21 Brothers.  
22

23           7.     This action arises out of the collision between Silvicom's Freightliner  
24 tractor trailer truck vehicle and a Freightliner, VIN 3AKJGLD54FSGB3510,  
25  
26

1 owned by H&L Brothers Transport and operated by Mohammed Abdulle which  
2 occurred on August 12, 2017 on Interstate-40, just outside Flagstaff, Arizona in  
3 Coconino County (hereinafter referred to as the "Accident").

4 8. At the time and place of the Accident, Silvicom's driver was operating  
5 its tractor trailer truck in an eastbound direction on I-40.  
6

7 9. At the time and place of the Accident, Mohammed Abdulle was  
8 operating H&L Brother's tractor trailer truck in a westbound direction on I-40.  
9

10 10. Mohammed Abdulle, while operating H&L Brother's tractor trailer  
11 truck, suddenly crossed the median of the freeway and struck Silvicom's tractor  
12 trailer truck.

13 11. The impact of the collision caused the Silvicom tractor trailer truck to  
14 flip over and catch fire.  
15

16 12. The collision and resulting fire destroyed Silvicom's vehicle and cargo,  
17 and the damage was a total loss.

18 13. As a result of the aforesaid damage, Silvicom presented a claim to  
19 Everest, pursuant to the terms and conditions of the aforesaid policy of insurance.  
20

21 14. Everest has paid Silvicom \$405,380.00, and pursuant to the policy of  
22 insurance and by operation of law, Everest is subrogated to the rights of Silvicom.  
23 There is also a \$2,500.00 deductible.  
24

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COUNT I – NEGLIGENCE

Plaintiff v. Mohammed Abdulle

15. Plaintiff incorporates by reference paragraphs 1 through 14 as if fully set forth at length.

16. At all relevant times herein and material hereto, Defendant, Mohammed Abdulle, operated, managed, controlled and/or maintained control over H&L Brothers' Freightliner truck and was therefore responsible for the safety of other vehicles on the roadway, such as Silvicom's vehicle.

17. At all relevant times herein and material hereto, Defendant Mohammed Abdulle, owed a common law and statutory duty of care to operate a vehicle within the laws of the State of Arizona.

18. At all relevant times herein and material hereto, Defendant, Mohammed Abdulle, operated a vehicle negligently, carelessly and recklessly which caused damage to Silvicom's vehicle and cargo.

19. Defendant, Mohammed Abdulle, violated the duties of care owed to Plaintiff's insured in:

- a) operating a motor vehicle negligently within the laws of the State of Arizona;
- b) operating a freightliner tractor trailer truck at an excessive rate of speed;

- c) failing to maintain proper and adequate control of said tractor trailer truck;
- d) Crossing the vehicle over the median into Silvicom's vehicle;
- e) Failing to exercise a reasonable duty of care in observing other vehicles lawfully on the roadway;
- f) Failing to keep alert and/or awake and maintain a proper and adequate lookout for other vehicles which were lawfully traveling in an easterly direction on Interstate-40;
- g) Failing to maintain his tractor-trailer truck under proper and adequate control;
- h) Causing and/or allowing the tractor-trailer truck he was operating to impact Silvicom's trailer;
- i) Causing, allowing and/or permitted the tractor-trailer truck he was operating to strike the Silvicom's trailer;
- j) Failing to bring the tractor-trailer truck he was operating to a stop prior to impacting Silvicom's trailer;
- k) Failing to have the tractor-trailer truck he was operating equipped with proper and adequate brakes and/or braking devices and in otherwise failing to have the tractor-trailer under a safe, proper, adequate and mechanical condition under the circumstances;

1) Failing to perform reasonable inspections of the tractor-trailer truck he was operating to ensure that it was equipped with proper and adequate brakes and/or braking devices and that the tractor-trailer truck was under a safe, proper, adequate and mechanical condition under circumstances; and

m) Violating the Federal Motor Carrier Safety Regulations, and the traffic laws of the State of Arizona pertaining to the operation of vehicles, in violation of A.R.S. §28-729, which constitutes negligence as a matter of law.

20. By reason of the carelessness and negligence of Defendant, Plaintiff and its insured were damaged.

WHEREFORE, Plaintiff claims damages in the amount of \$407,880.00 exclusive of interest, costs, and delay damages and brings this action to recover same.

## COUNT II – NEGLIGENCE

### Plaintiff v. H&L Brothers Transport LLC

21. Plaintiff incorporates by reference paragraphs 1 through 20 as if fully set forth at length.

22. At all relevant times material hereto Defendant, H&L Brothers, employed Defendant, Mohamed Abdulle to operate the aforementioned freightliner tractor trailer truck.

1           23. At all relevant times material hereto, Defendant Mohamed Abdulle,  
2 was the agent, servant, and employee of Defendant, H&L Brothers, and acting  
3 within the scope of his employment of Defendant, H&L Brothers.

4           24. Defendant, H&L Brothers, owed the Plaintiff's insured a common law  
5 duty of care to exercise reasonable care in selecting, supervising and controlling  
6 employees, such as Defendant, Mohamed Abdulle.

7           25. Defendant, H&L Brothers, knew or should have known, in the exercise  
8 of ordinary care, the necessity to train, monitor and exercise control over employees,  
9 such as Defendant, Mohamed Abdulle.  
10

11           26. Defendant, H&L Brothers, breached the duty of care owed to Plaintiff  
12 in:  
13

- 14           a) failing to ensure employee, Defendant, Mohamed Abdulle, was  
15 qualified to operate a tractor trailer truck safely on public roadways;  
16           b) failing to properly train employee, Defendant, Mohamed Abdulle, to  
17 obey regulations governing safe operations of tractor trailer trucks;  
18           c) failing to supervise employee, Defendant Mohamed Abdulle, to ensure  
19 proper operation of tractor trailer trucks safely on public roadways;  
20           d) failing to exercise sufficient control and supervision of employee,  
21 Defendant, Mohamed Abdulle, in obeying regulations applicable to safe  
22 operations of tractor trailer trucks;  
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24  
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- e) failing to hire competent employees;
- f) negligently entrusting a vehicle owned by Defendant to a driver they knew or should have known was unqualified or unable to operate said vehicle;
- g) failing to properly evaluate the background and/or driving history of employees, such as Defendant, Mohamed Abdulle;
- h) failing to adopt and/or enforce appropriate and adequate hiring policies and procedures;
- i) failing to adequately test, observe and/or otherwise evaluate employees' competence and qualifications;
- j) failing to adopt, enforce, and/or observe applicable regulations governing the operation of tractor trailers and/or tractor trailer operators;
- k) hiring incompetent, unfit and unsafe operators;
- l) failing to have in place adequate policies and procedures;
- m) acting at all times in an otherwise careless negligent and/or recklessness manner.

27. By reason of the carelessness and negligence of Defendant, Plaintiff and its insured were damaged.

1 WHEREFORE, Plaintiff claims damages in the amount of \$407,880.00,  
2 exclusive of interest, costs, and delay damages and brings this action to recover  
3 same.

4 **COUNT III - VICARIOUS LIABILITY**

5 **Plaintiff v. H&L Brothers Transport LLC**

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7  
8 28. Plaintiff incorporates by reference all proceeding paragraphs of this  
9 Complaint as if fully set forth at length herein.

10 29. At all relevant times material hereto Defendant, H&L Brothers,  
11 employed Defendant, Mohamed Abdulle, to operate the aforementioned tractor  
12 trailer truck.

13  
14 30. At all relevant times material hereto, Defendant Mohamed Abdulle,  
15 was the agent, servant, and employee of Defendant, H&L Brothers, and acting  
16 within the scope of his employment of Defendant, H&L Brothers.

17  
18 31. As a direct and proximate result of the negligent acts, omissions or  
19 failures to act, of Defendant, H&L Brother's agent, servant, and employee,  
20 Mohamed Abdulle, Plaintiffs were damaged.

21  
22 WHEREFORE, Plaintiff claims damages in the amount of \$407,880.00,  
23 exclusive of interest, costs, and delay damages and brings this action to recover  
24 same.

1 RESPECTFULLY SUBMITTED this 9th day of July, 2019.

2 SHORALL McGOLDRICK BRINKMANN

3  
4 By /S/Paul McGoldrick  
5 Paul J. McGoldrick  
6 MJ Simpson  
7 Attorneys for Plaintiff  
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